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Attorneys for Defendant
CITY OF SANTA MONICA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PICO NEIGHBORHOOD ASSOCIATION
and MARIA LOYA,

Plaintiffs,

v.

CITY OF SANTA MONICA,

Defendant.

CASE NO. BC 616804

**DECLARATION OF KAHN SCOLNICK IN
SUPPORT OF DEFENDANT'S MOTION TO
STRIKE OR, IN THE ALTERNATIVE, TO
TAX COSTS**

HEARING:

Date: June 25, 2019
Time: 9:30 a.m.
Dept: 44

Action Filed: April 12, 2016
Trial Date: August 1, 2018

Assigned for all purposes through judgment to
Hon. Yvette M. Palazuelos

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I am a partner with the law firm Gibson Dunn & Crutcher, LLP, counsel for the City of Santa Monica (the “City”) in the above-referenced case. I am authorized to practice law in the State of California and submit this declaration in support of the City’s motion for an order striking plaintiffs’ Memorandum of Costs dated March 28, 2019, or in the alternative, for an order taxing costs. The following matters are based upon my personal knowledge and if called to testify to such facts, I could and would do so competently.

7. Attached hereto as Exhibit F is a true and correct copy of a letter from plaintiffs' counsel, Kevin Shenkman, to George Brown of Gibson Dunn dated October 7, 2016, concerning the location for a then-scheduled deposition of a City Council member. There are many more examples throughout the case of plaintiffs' counsel refusing to accommodate the City's reasonable requests to hold depositions of Council members and other City-related witnesses closer to Santa Monica—and instead forcing the witnesses and counsel to drive to Lancaster.

1 8. Attached hereto as Exhibit G is a true and correct copy of plaintiffs' pre-filing demand
2 letter sent to the City of Santa Monica on December 15, 2015.

3 9. Attached hereto as Exhibit H is a true and correct copy of excerpts from the certified
4 transcript of the deposition of Dr. Allan Lichtman in this matter, taken on July 16, 2018.

5 10. Attached hereto as Exhibit I is a true and correct copy of excerpts from the certified
6 transcript of the hearing on the City's Motion for Summary Judgment held on June 14, 2018.

7 11. Attached hereto as Exhibit J is a true and correct copy of excerpts from the certified
8 transcript of trial, on August 6, 2018.

9 12. To my knowledge, attorney Wesley Ouchi did not enter his appearance at trial (or in
10 any other Court proceeding or hearing before the discovery referee), and Mr. Ouchi appeared at only
11 one deposition in the case. I recall Mr. Ouchi in the courtroom once or twice during the trial, in the
12 audience, but the transcripts from the trial do not reveal him ever making an appearance, to my
13 knowledge.

14 13. To my knowledge, attorney Mary Hughes did not enter an appearance at trial (or in
15 any other Court proceeding or hearing before the discovery referee), nor did she appear at any deposi-
16 tions or other proceedings in the case. I also do not recall Ms. Hughes present in the Courtroom
17 (even in the audience) at any point during the trial or any hearing before the Court. Ms. Hughes is
18 married to plaintiffs' lead counsel, Kevin Shenkman.

19 14. Using the figures provided by Plaintiffs on page 15 of their Memorandum of Costs,
20 attorneys working at my direction calculated the average cost per night of the Miyako Hotel (by di-
21 viding the total amount claimed by the total number of nights listed) to be \$258 per night. Using an
22 online mapping tool, attorneys working at my direction entered the addresses for the Stanley Mosk
23 Courthouse and the Miyako Hotel and calculated the distance between the two properties as 0.5
24 miles.

25 15. Using the figures provided by Plaintiffs on page 15 and 16 of their Memorandum of
26 Costs, attorneys working at my direction calculated the average cost per night of the Omni Hotel (by
27 dividing the total amount claimed by the total number of nights listed) for the rest of plaintiffs' trial
28 team. The average per night cost for the Omni Hotel far exceeded the cost for the Miyako Hotel

1 (e.g., \$554 per night for Rex Parris at the Omni Hotel). Using an online mapping tool, attorneys
2 working at my direction entered the addresses for the Stanley Mosk Courthouse and the Omni Hotel
3 and calculated the distance between the two properties as 0.3 miles.
4

5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct.

7 Executed this 12th day of April, 2019, at Los Angeles, California.

8 
9 Kahn Scolnick

EXHIBIT A

FEB 13 2019

By Neil M. Rava Deputy
Neil M. Rava

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PICO NEIGHBORHOOD ASSOCIATION,) Case No.: BC616804
et al.)
)
Plaintiffs,) JUDGMENT; ATTACHMENT
)
vs.)
)
CITY OF SANTA MONICA,)
)
Defendant.)

The Court finds as follows:

Plaintiff Maria Loya is registered to vote, and resides in the City of Santa Monica, California. She is a member of a "protected class" as that term is defined in California Elections Code Section 14026. Plaintiff Pico Neighborhood Association is an organization with members who, like Maria Loya, reside in Santa Monica, are registered to vote, and are

1974-75

1 members of a protected class. Plaintiff Pico Neighborhood
2 Association's organizational mission is germane to the subject
3 of this case - namely, advocating for the interests of Pico
4 Neighborhood residents, including to the city government, where
5 Latinos are concentrated in Santa Monica.

6 Defendant is a political subdivision as that term is
7 defined in California Elections Code Section 14026. The
8 governing body of Defendant is the City Council of Santa Monica,
9 California. The City Council of Santa Monica, California is
10 elected by an "at large method of election" as that term is
11 defined in California Elections Code Section 14026.
12

13 Plaintiffs have demonstrated that elections in Santa
14 Monica, namely elections for Defendant's city council involving
15 at least one Latino candidate, are consistently and
16 significantly characterized by "racially-polarized voting" as
17 that term is defined in California Elections Code Section 14026.
18

19 • Analyzing elections over the past twenty-four years, a
20 consistent pattern of racially-polarized voting emerges. In
21 most elections where the choice is available, Latino voters
22 strongly prefer a Latino candidate running for Defendant's city
23 council, but, despite that support, the preferred Latino
24 candidate loses. As a result, though Latino candidates are
25 generally preferred by the Latino electorate in Santa Monica,
only one Latino has been elected to the Santa Monica City

02/14/19

1 Council in the 72 years of the current election system - 1 out
2 of 71 to serve on the city council.

3 • Though not necessary to show a CVRA violation,
4 Plaintiffs have also demonstrated other factors supporting the
5 finding of a violation of the CVRA, pursuant to Elections Code
6 section 14028(e), including a history of discrimination in Santa
7 Monica; the use of electoral devices or other voting practices
8 or procedures that may enhance the dilutive effects of at-large
9 elections; that Latinos in Santa Monica bear the effects of past
10 discrimination in areas such as education, employment, and
11 health, which hinder their ability to participate effectively in
12 the political process; the use of overt or subtle racial appeals
13 in political campaigns; and a lack of responsiveness by the
14 Santa Monica city government to the Latino community
15 concentrated in the Pico Neighborhood.
16

17 In the face of racially polarized voting patterns of the
18 Santa Monica electorate, Defendant has imposed an at-large
19 method of election in a manner that impairs the ability of
20 Latinos to elect candidates of their choice or influence the
21 outcome of elections, as a result of the dilution or the
22 abridgment of the rights of Latino voters.
23

24 The City of Santa Monica amended its charter in 1946,
25 adopting its current council-manager form of government and
current at-large election system. The precise terms of that

1 charter amendment, and specifically the form of elections to be
2 employed, were decided upon by a Board of Freeholders. In 1992,
3 Defendant's city council rejected the recommendation of the
4 Charter Review Committee to scrap the at-large election system.
5 In each instance, the adoption and/or maintenance of at-large
6 elections was done with a discriminatory purpose, and has had a
7 discriminatory impact.

8
9 The CVRA does not require the imposition of district-based
10 elections. The Court considered cumulative voting, limited
11 voting and ranked choice voting as potential remedies to
12 Defendant's violation of the CVRA. Plaintiffs presented these
13 at-large alternatives for the Court's consideration, but both
14 Plaintiffs and Defendant agreed that the most appropriate remedy
15 would be a district-based remedy. While the Court finds that
16 each of these alternatives would improve Latino voting power in
17 Santa Monica, the Court finds that the imposition of district-
18 based elections is an appropriate remedy to address the effects
19 of the established history of racially-polarized voting.

20
21 During the trial, Plaintiffs' expert presented a district
22 plan. That district plan included a district principally
23 composed of the Pico Neighborhood, where Santa Monica's Latino
24 community is concentrated. Districts drawn to remedy a
25 violation of the CVRA should be nearly equal in population, and
should not be drawn in a manner that may violate the federal

1 Voting Rights Act. Other factors may also be considered -- the
2 topography, geography and communities of interest of the city
3 should be respected, and the districts should be cohesive,
4 contiguous and compact. Elections Code Section 21620.

5 Districts drawn to remedy a violation of the CVRA should not be
6 drawn to protect current incumbents. Incumbency protection is
7 generally disfavored in California. California Constitution
8 Art. XXI Section 2(e). The place of residence of incumbents or
9 political candidates is not one of the considerations listed in
10 Section 21620 of the Elections Code. Race should not be a
11 predominant consideration in drawing districts unless necessary
12 to remedy past violation of voting rights. The district plan
13 presented by Plaintiffs' expert properly takes into
14 consideration the factors of topography, geography,
15 cohesiveness, contiguity and compactness of territory, and
16 community of interest of the districts, and race was not a
17 predominant consideration.
18

19 The current members of the Santa Monica City Council were
20 elected through unlawful elections. The residents of the City
21 of Santa Monica deserve to have a lawfully elected city council
22 as soon as is practical. The residents of the City of Santa
23 Monica are entitled to have a council that truly represents all
24 members of the community. Latino residents of Santa Monica,
25 like all other residents of Santa Monica, deserve to have their

1 voices heard in the operation of their city. This can only be
2 accomplished if all members of the city council are lawfully
3 elected. To permit some members of the council to remain who
4 obtained their office through an unlawful election may be a
5 necessary and appropriate interim remedy but will not cure the
6 clear violation of the CVRA and Equal Protection Clause.

7
8 THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

9 1. Defendant violated the California Voting Rights Act,
10 California Elections Code Sections 14025 - 14032;

11 2. Defendant's plurality at-large elections for its City
12 Council violate Elections Code Sections 14027 and 14028;

13 3. Defendant violated the Equal Protection Clause of the
14 California Constitution, California Constitution, Article I
15 Section 7;

16 4. Defendant's plurality at-large elections for its City
17 Council violate the Equal Protection Clause of the California
18 Constitution;

19 5. Defendant is permanently enjoined from imposing,
20 applying, holding, tabulating, and/or certifying any further at-
21 large elections, and/or the results thereof, for any positions
22 on its City Council;

23 6. Defendant is permanently enjoined from imposing,
24 applying, holding, tabulating, and/or certifying any elections,
25

1 and/or the results thereof, for any positions on its City
2 Council, except an election in conformity with this Judgment;

3 7. All further elections, from the date of entry of this
4 Judgment for any seats on the Santa Monica City Council, shall
5 be district-based elections, as defined by the California Voting
6 Rights Act, in accordance with the map attached hereto. The
7 metes and bounds of each district, as depicted in the map are
8 described using TIGER line segments (used to define census block
9 geography) as follows:

10
11 District #1

12 The region bounded and described as follows:

13 Beginning at the point of intersection of Alley between
14 Princeton and Harvard and Broadway, and proceeding southerly
15 along Alley between Princeton and Harvard to Colorado Ave, and
16 proceeding northerly along Colorado Ave to Stewart St, and
17 proceeding southerly along Stewart St to Olympic Blvd, and
18 proceeding easterly along Olympic Blvd to City Boundary, and
19 proceeding easterly along City Boundary to Pico Blvd, and
20 proceeding westerly along Pico Blvd to 22nd St, and proceeding
21 southerly along 22nd St to Alley south of Pico Blvd, and
22 proceeding westerly along Alley south of Pico Blvd to 20th St,
23 and proceeding northerly along 20th St to Pico Blvd, and
24 proceeding westerly along Pico Blvd to Lincoln Blvd, and
25 proceeding northerly along Lincoln Blvd to Broadway, and

1 proceeding easterly along Broadway to Alley between 9th and 10th
2 St, and proceeding northerly along Alley between 9th and 10th St
3 to Santa Monica Blvd, and proceeding easterly along Santa Monica
4 Blvd to 16th St, and proceeding southerly along 16th St to
5 Broadway, and proceeding easterly along Broadway to Alley
6 between 17th and 18th St, and proceeding southerly along Alley
7 between 17th and 18th St to Colorado Ave, and proceeding
8 northerly along Colorado Ave to Alley between 19th and 20th St,
9 and proceeding northerly along Alley between 19th and 20th St to
10 Broadway, and proceeding northerly along Broadway to the point
11 of beginning.
12

13 District #2

14 The region bounded and described as follows:

15 Beginning at the point of intersection of City Boundary and
16 Pico Blvd, and proceeding southerly along City Boundary to NE
17 boundary of Census Block 060377022021010, and proceeding
18 westerly along NE boundary of Census Block 060377022021010 to
19 11th St, and proceeding northerly along 11th St to Marine Pl N,
20 and proceeding westerly along Marine Pl N to Alley east of
21 Lincoln Blvd, and proceeding westerly along Alley east of
22 Lincoln Blvd to Pier Ave, and proceeding westerly along Pier Ave
23 to Lincoln Blvd, and proceeding westerly along Lincoln Blvd to
24 Hill Pl N, and proceeding easterly along Hill Pl N to 11th St,
25 and proceeding northerly along 11th St to Pico Blvd, and

1 proceeding easterly along Pico Blvd to 20th St, and proceeding
2 southerly along 20th St to Alley south of Pico Blvd, and
3 proceeding easterly along Alley south of Pico Blvd to 22nd St,
4 and proceeding northerly along 22nd St to Pico Blvd, and
5 proceeding easterly along Pico Blvd to the point of beginning.

6 District #3

7 The region bounded and described as follows:

8 Beginning at the northmost point of City Boundary, and
9 proceeding southeasterly along City Boundary to Montana Ave, and
10 proceeding westerly along Montana Ave to 20th St, and proceeding
11 southerly along 20th St to Idaho Ave, and proceeding westerly
12 along Idaho Ave to 9th St, and proceeding northerly along 9th St
13 to Montana Ave, and proceeding westerly along Montana Ave to
14 Montana Ave Extension, and proceeding southerly along Montana
15 Ave Extension to City Boundary, and proceeding northerly along
16 City Boundary to the point of beginning.

17 District #4

18 The region bounded and described as follows:

19 Beginning at the City Boundary at the intersection of
20 Montana Ave and 26th St, and proceeding easterly along City
21 Boundary to Olympic Blvd, and proceeding westerly along Olympic
22 Blvd to Stewart St, and proceeding westerly along Stewart St to
23 Colorado Ave, and proceeding westerly along Colorado Ave to
24 Alley between Princeton and Harvard, and proceeding northerly
25

1 along Alley between Princeton and Harvard to Broadway, and
2 proceeding westerly along Broadway to Princeton St, and
3 proceeding northerly along Princeton St to Santa Monica Blvd,
4 and proceeding westerly along Santa Monica Blvd to Chelsea Ave,
5 and proceeding northerly along Chelsea Ave to Wilshire Blvd, and
6 proceeding westerly along Wilshire Blvd to 17th St, and
7 proceeding northerly along 17th St to Idaho Ave, and proceeding
8 easterly along Idaho Ave to 20th St, and proceeding northerly
9 along 20th St to Montana Ave, and proceeding easterly along
10 Montana Ave to Unlabeled, and proceeding northerly along
11 Unlabeled to Montana Ave, and proceeding easterly along Montana
12 Ave to the point of beginning.
13

14 District #5

15 The region bounded and described as follows:

16 Beginning at the point of intersection of Chelsea Ave and
17 Wilshire Blvd, and proceeding easterly along Chelsea Ave to
18 Santa Monica Blvd, and proceeding easterly along Santa Monica
19 Blvd to Princeton St, and proceeding southerly along Princeton
20 St to Broadway, and proceeding westerly along Broadway to Alley
21 between 19th and 20th St, and proceeding southerly along Alley
22 between 19th and 20th St to Colorado Ave, and proceeding
23 westerly along Colorado Ave to Alley between 17th and 18th St,
24 and proceeding northerly along Alley between 17th and 18th St to
25 Broadway, and proceeding westerly along Broadway to 16th St, and

1 proceeding northerly along 16th St to Santa Monica Blvd, and
2 proceeding southerly along Santa Monica Blvd to Alley between
3 9th and 10th St, and proceeding southerly along Alley between
4 9th and 10th St to Broadway, and proceeding westerly along
5 Broadway to 7th St, and proceeding northerly along 7th St to
6 Wilshire Blvd, and proceeding easterly along Wilshire Blvd to
7 Lincoln Blvd, and proceeding westerly along Lincoln Blvd to
8 Montana Ave, and proceeding easterly along Montana Ave to 9th
9 St, and proceeding southerly along 9th St to Idaho Ave, and
10 proceeding easterly along Idaho Ave to 17th St, and proceeding
11 easterly along 17th St to Wilshire Blvd, and proceeding easterly
12 along Wilshire Blvd to the point of beginning.

14 District #6

15 The region bounded and described as follows:

16 Beginning at the point of intersection of Lincoln Blvd and
17 Montana Ave, and proceeding southerly along Lincoln Blvd to
18 Wilshire Blvd, and proceeding westerly along Wilshire Blvd to
19 7th St, and proceeding southerly along 7th St to Broadway, and
20 proceeding easterly along Broadway to Lincoln Blvd, and
21 proceeding southerly along Lincoln Blvd to Bay St, and
22 proceeding westerly along Bay St to Ocean Front Walk, and
23 proceeding northerly along Ocean Front Walk to Pico Blvd
24 Extension, and proceeding westerly along Pico Blvd Extension to
25 City Boundary, and proceeding westerly along City Boundary to

1 Montana Ave Extension, and proceeding easterly along Montana Ave
2 Extension to Montana Ave, and proceeding northerly along Montana
3 Ave to Unlabeled, and proceeding easterly along Unlabeled to
4 Montana Ave, and proceeding easterly along Montana Ave to the
5 point of beginning.

6 District #7

7 The region bounded and described as follows:

8 Beginning at the point of intersection of 11th St and Pico
9 Blvd, and proceeding southerly along 11th St to Hill Pl N, and
10 proceeding westerly along Hill Pl N to Lincoln Blvd, and
11 proceeding easterly along Lincoln Blvd to Pier Ave, and
12 proceeding easterly along Pier Ave to Alley east of Lincoln
13 Blvd, and proceeding easterly along Alley east of Lincoln Blvd
14 to Marine Pl N, and proceeding easterly along Marine Pl N to
15 11th St, and proceeding southerly along 11th St to NE boundary
16 of Census Block 060377022021010, and proceeding easterly along
17 NE boundary of Census Block 060377022021010 to City Boundary,
18 and proceeding westerly along City Boundary to Unlabeled, and
19 proceeding westerly along Unlabeled to City Boundary, and
20 proceeding westerly along City Boundary to Pico Blvd Extension,
21 and proceeding easterly along Pico Blvd Extension to Ocean Front
22 Walk, and proceeding southerly along Ocean Front Walk to Bay St,
23 and proceeding easterly along Bay St to Lincoln Blvd, and
24
25

1 proceeding northerly along Lincoln Blvd to Pico Blvd, and
2 proceeding easterly along Pico Blvd to the point of beginning;

3 8. Defendant shall hold a district-based special
4 election, consistent with the district map attached hereto on
5 July 2, 2019 for each of the seven seats on the Santa Monica
6 City Council, and the results of said special election shall be
7 tabulated and certified in compliance with applicable sections
8 of the Elections Code;


9
10 9. Any person, other than a person who has been duly
11 elected to the Santa Monica City Council through a district-
12 based election in conformity with this Judgment, is prohibited
13 from serving on the Santa Monica City Council after August 15,
14 2019;

15 10. The Court retains jurisdiction to interpret and
16 enforce this Judgment and to adjudicate any disputes regarding
17 implementation or interpretation of this Judgment;

18 11. Pursuant to Elections Code Section 14030 and Code of
19 Civil Procedure Section 1021.5, Plaintiffs are the prevailing
20 and successful parties and are entitled to recover reasonable
21 attorneys' fees and costs, including expert witness fees and
22 expenses, in an amount to be determined by noticed motion for an
23 award of attorneys' fees and a memorandum of costs for an award
24 of costs, including expert witness fees and expenses.
25

//

1 DATED: February 13, 2019

2
3 
4 YVETTE M. PALAZUELOS
5 JUDGE OF THE SUPERIOR COURT
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02/14/19

ATTACHMENT

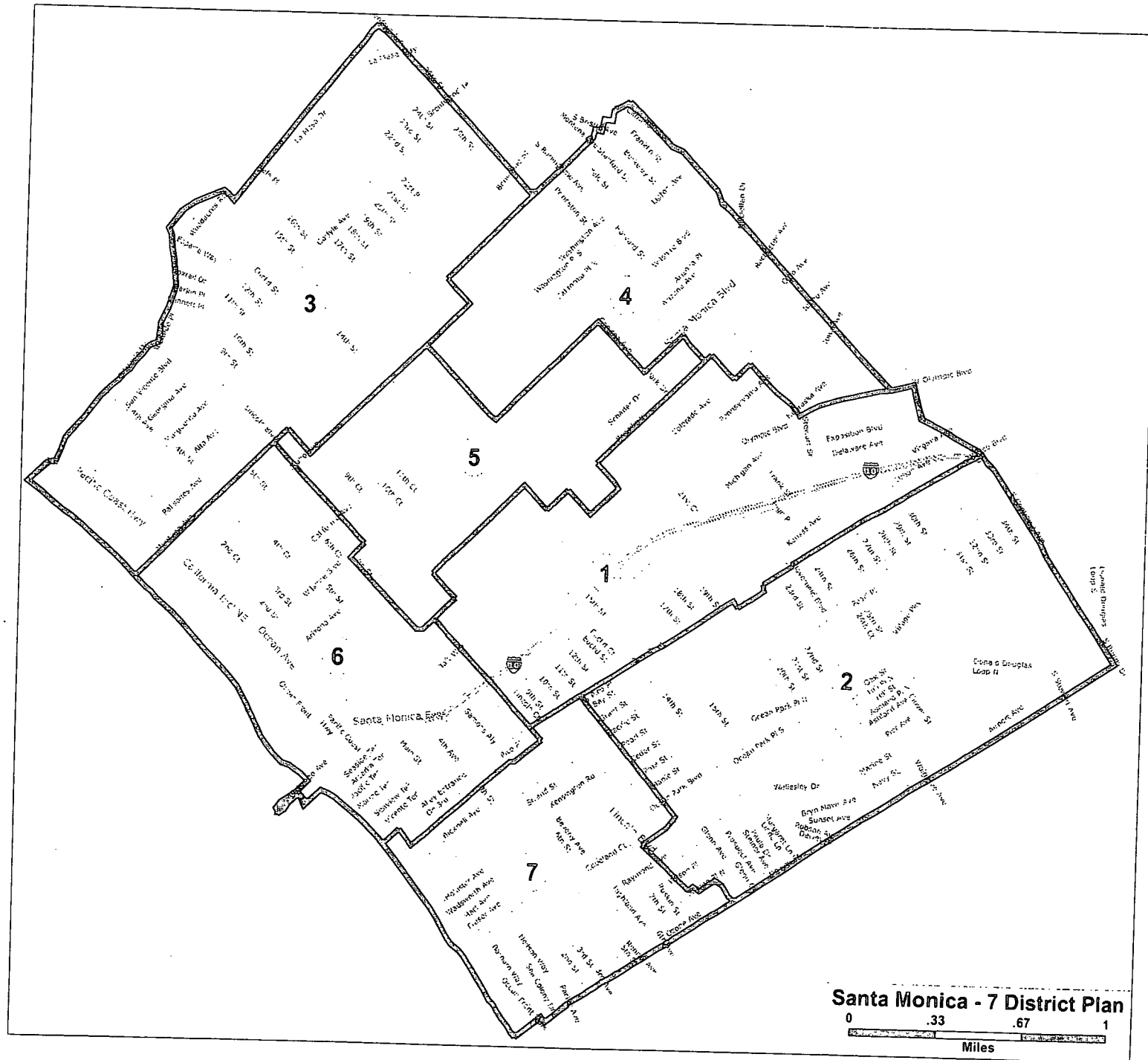


EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

BC616804

**PICO NEIGHBORHOOD ASSOCIATION ET AL VS CITY
OF SANTA MONICA**

February 13, 2019

2:10 PM

Judge: Honorable Yvette M. Palazuelos

Judicial Assistant: Neli Raya

Courtroom Assistant: M. Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

**NATURE OF PROCEEDINGS: NOTICE OF ENTRY OF JUDGMENT; STATEMENT OF
DECISION IS ENTERED**

The Judgment is signed and filed this date.

The Statement of Decision is signed and filed this date.

The Court issues additional orders signed and filed this date and incorporated herein by reference to the case docket.

Counsel are ordered to pick up their trial and exhibit binders "after" August 13, 2019.

Non-Appearance Case Review re pick up trial and exhibits binders is scheduled for 08/13/19 at 10:00 AM in Department 9 at Spring Street Courthouse.

The Clerk shall give notice. Counsel for plaintiff shall give notice to all others not listed.

Certificate of Mailing is attached.

EXHIBIT C

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

BC616804

**PICO NEIGHBORHOOD ASSOCIATION ET AL VS CITY
OF SANTA MONICA**

February 13, 2019

2:10 PM

Judge: Honorable Yvette M. Palazuelos
Judicial Assistant: Neli Raya
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

**NATURE OF PROCEEDINGS: NOTICE OF ENTRY OF JUDGMENT; STATEMENT OF
DECISION IS ENTERED**

The Judgment is signed and filed this date.

The Statement of Decision is signed and filed this date.

The Court issues additional orders signed and filed this date and incorporated herein by reference to the case docket.

Counsel are ordered to pick up their trial and exhibit binders "after" August 13, 2019.

Non-Appearance Case Review re pick up trial and exhibits binders is scheduled for 08/13/19 at 10:00 AM in Department 9 at Spring Street Courthouse.

The Clerk shall give notice. Counsel for plaintiff shall give notice to all others not listed.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 02/13/2019 <small>Sherri R. Carter, Executive Officer / Clerk of Court</small> By: <u>Neli Raya</u> Deputy
PLAINTIFF/PETITIONER: Pico Neighborhood Association et al		
DEFENDANT/RESPONDENT: Santa Monica, City of, California et al		
CERTIFICATE OF MAILING		CASE NUMBER: BC616804

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order, Judgment; Statement of Decision; additional orders upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

George Sargent Cardona
Santa Monica City Atty's Office
1685 Main Street, 3rd Floor
Room 310
Santa Monica, CA 90401-

Milton Charles Grimes
Law Offices of Milton C. Grimes
3774 W 54th St
Los Angeles, CA 90043-

Marcellus Antonio McRae
Gibson Dunn & Cruthcher LLP
333 S Grand Ave Ste 4400
Los Angeles, CA 90071-3197

R. Rex Parris
Parris Law Firm
43364 10th St W
Lancaster, CA 93534-

Robert Rubin
Law Office of Robert Rubin
131 Steuart St Ste 300
San Francisco, CA 94105-

Kevin Isaac Shenkman
Shenkman & Hughes
28905 Wight Rd
Malibu, CA 90265-

L. Carlos Villegas
FAGEN FRIEDMAN & FULFROST LLP
6300 Wilshire Blvd., Suite 1700
Los Angeles, CA 90048-

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/13/2019

By: Neli Raya
Deputy Clerk

CERTIFICATE OF MAILING

EXHIBIT D

**Veritext Corp
Western Region**

707 Wilshire Boulevard, Suite 3500
Los Angeles CA 90017
Tel. 877-955-3855 Fax. 949-955-3854
Fed. Tax ID: 20-3132569



Bill To: Kahn A. Scolnick Esq.
Gibson Dunn
333 South Grand Avenue
Los Angeles, CA, 90071

Invoice #: CA3431540
Invoice Date: 8/1/2018
Balance Due: \$1,947.00

Case: Pico Neighborhood Association v. City Of Santa Monica

Job #: 2952809 | Job Date: 7/12/2018 | Delivery: Normal

Billing Atty: Kahn A. Scolnick Esq.

Location: Gibson Dunn & Crutcher
333 S. Grand Avenue | Ste 4600
Los Angeles, CA 90071

Sched Atty: Helen Galloway | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
David Ely	Video - Services		10.25	\$1,896.25
	Video - Media and Cloud Services	Per disk	1.00	\$22.75
	Shipping & Handling - Video Media	Package	1.00	\$28.00

Notes:

Invoice Total:	\$1,947.00
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$1,947.00

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

**To pay online, go to
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Veritext accepts all major credit cards
(American Express, Mastercard, Visa, Discover)

Please remit payment to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303

Invoice #: CA3431540
Job #: 2952809
Invoice Date: 8/1/2018
Balance: \$1,947.00

Veritext Corp
Western Region

707 Wilshire Boulevard, Suite 3500
Los Angeles CA 90017
Tel. 877-955-3855 Fax. 949-955-3854
Fed. Tax ID: 20-3132569



Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3437998
Invoice Date: 8/9/2018
Balance Due: \$2,246.77

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2976135 Job Date: 8/7/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (PM Session)	Transcript - Split Between Parties/Your Share	Page	121.00	\$336.38
	Realtime Services	Page	121.00	\$223.85
	Rough Draft	Page	121.00	\$181.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial, A.M	Transcript - Split Between Parties/Your Share	Page	118.00	\$328.04
	Rough Draft	Page	118.00	\$177.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,246.77
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,246.77

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Invoice #: CA3437998
Job #: 2976135
Invoice Date: 8/9/2018
Balance: \$2,246.77

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3433628
Invoice Date: 8/7/2018
Balance Due: \$2,257.87

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 2976132 | Job Date: 8/2/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
111 N. Hill Street | Dept. 28
Los Angeles, CA 90012
Sched Atty: Helen Galloway | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial, Vol. 2 AM	Transcript - Split Between Parties/Your Share	Page	127.00	\$353.06
	Realtime Services	Page	127.00	\$234.95
	Rough Draft	Page	127.00	\$190.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial, Vol. 2 PM	Transcript - Split Between Parties/Your Share	Page	112.00	\$311.36
	Rough Draft	Page	112.00	\$168.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties. This is your share.			Invoice Total:	\$2,257.87
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,257.87

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Invoice #: CA3433628
Job #: 2976132
Invoice Date: 8/7/2018
Balance: \$2,257.87

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Bill To: Marcellus Mcrae
Gibson Dunn
333 South Grand Avenue
Los Angeles, CA, 90071-3197

Invoice #: CA3423822
Invoice Date: 8/10/2018
Balance Due: \$1,879.00

Case:	Pico Neighborhood Association v. City Of Santa Monica
Job #:	2967128 Job Date: 7/18/2018 Delivery: Normal
Billing Atty:	Marcellus Mcrae
Location:	Gibson Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071-3197
Sched Atty:	Marcellus Mcrae Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
J Morgan Kousser, V 2	Video - Services		9.75	\$1,803.75
	Video - Media and Cloud Services	Per disk	1.00	\$22.75
	Parking Expense	Per hour	1.00	\$17.50
	Shipping & Handling - Video Media	Package	1.00	\$35.00
Notes:			Invoice Total:	\$1,879.00
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$1,879.00

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Invoice #: CA3423822
Job #: 2967128
Invoice Date: 8/10/2018
Balance: \$1,879.00

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 Fed. Tax ID: 20-3132569



Bill To: Marcellus Mcrae
 Gibson Dunn
 333 S Grand Ave, 47th Floor
 Los Angeles, CA, 90071

Invoice #: CA3441115
Invoice Date: 8/10/2018
Balance Due: \$2,072.75

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2976137 Job Date: 8/9/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial P.M.	Transcript - Split Between Parties/Your Share	Page	86.00	\$239.08
	Realtime Services	Page	86.00	\$159.10
	Rough Draft	Page	86.00	\$129.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial, A.M.	Transcript - Split Between Parties/Your Share	Page	89.00	\$247.42
	Realtime Services	Page	89.00	\$164.65
	Rough Draft	Page	89.00	\$133.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,072.75
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,072.75

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Invoice #: CA3441115
Job #: 2976137
Invoice Date: 8/10/2018
Balance: \$2,072.75

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3439519
Invoice Date: 8/9/2018
Balance Due: \$2,238.26

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #:	2976136 Job Date: 8/8/2018 Delivery: Daily
Billing Atty:	Marcellus Mcrae
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (PM Session)	Transcript - Split Between Parties/Your Share	Page	70.00	\$194.60
	Realtime Services	Page	70.00	\$129.50
	Rough Draft	Page	70.00	\$105.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial, A.M.	Transcript - Split Between Parties/Your Share	Page	132.00	\$366.96
	Realtime Services	Page	132.00	\$244.20
	Rough Draft	Page	132.00	\$198.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties. This is your share.				Invoice Total: \$2,238.26
				Payment: \$0.00
				Credit: \$0.00
				Interest: \$0.00
				Balance Due: \$2,238.26

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Invoice #: CA3439519
Job #: 2976136
Invoice Date: 8/9/2018
Balance: \$2,238.26

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Bill To: Marcellus Mcrae
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Los Angeles, CA, 90071

Invoice #: CA3432615
Invoice Date: 8/7/2018
Balance Due: \$1,393.27

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2976128 Job Date: 8/1/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial	Transcript - Split Between Parties/Your Share	Page	159.00	\$442.02
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$497.50
	Realtime Services	Page	125.00	\$231.25
	Rough Draft	Page	125.00	\$187.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties. This is your share.			Invoice Total:	\$1,393.27
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$1,393.27

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Invoice #: CA3432615
Job #: 2976128
Invoice Date: 8/7/2018
Balance: \$1,393.27

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3436572
Invoice Date: 8/9/2018
Balance Due: \$2,563.15

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 2976134 | Job Date: 8/6/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
111 N. Hill Street | Dept. 28
Los Angeles, CA 90012
Sched Atty: Helen Galloway | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial, AM Session	Transcript - Split Between Parties/Your Share	Page	114.00	\$316.92
	Realtime Services	Page	114.00	\$210.90
	Rough Draft	Page	114.00	\$171.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial, P.M. Session	Transcript - Split Between Parties/Your Share	Page	141.00	\$391.98
	Realtime Services	Page	141.00	\$260.85
	Rough Draft	Page	141.00	\$211.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties. This is your share.			Invoice Total:	\$2,563.15
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,563.15
TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult http://www.veritext.com/services/all-services/services-information				

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Invoice #: CA3436572
Job #: 2976134
Invoice Date: 8/9/2018
Balance: \$2,563.15

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Bill To: Marcellus Mcrae
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 Los Angeles, CA, 90071

Invoice #: CA3444276
Invoice Date: 8/14/2018
Balance Due: \$2,440.55

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #: 2987804 Job Date: 8/13/2018 Delivery: Daily	
Billing Atty: Marcellus Mcrae	
Location: LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty: Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial A.M.	Transcript - Split Between Parties/Your Share	Page	88.00	\$244.64
	Realtime Services	Page	88.00	\$162.80
	Rough Draft	Page	88.00	\$132.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial P.M.	Transcript - Split Between Parties/Your Share	Page	147.00	\$408.66
	Realtime Services	Page	147.00	\$271.95
	Rough Draft	Page	147.00	\$220.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,440.55
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,440.55

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Invoice #: CA3444276
Job #: 2987804
Invoice Date: 8/14/2018
Balance: \$2,440.55

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Bill To: Marcellus Mcrae
 Gibson Dunn
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 Los Angeles, CA, 90071

Invoice #: CA3442939
Invoice Date: 8/14/2018
Balance Due: \$2,176.96

Case:	Pico Neighborhood v. City of Santa Monica- TRIAL	Third Party:
Job #:	2976138 Job Date: 8/10/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Marcellus Mcrae Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial	Transcript - Split Between Parties/Your Share	Page	108.00	\$300.24
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Realtime Services	Page	108.00	\$199.80
	Rough Draft	Page	108.00	\$162.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Trial P.M	Transcript - Split Between Parties/Your Share	Page	84.00	\$233.52
	Realtime Services	Page	84.00	\$155.40
	Rough Draft	Page	84.00	\$126.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,176.96
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,176.96

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Invoice #: CA3442939
Job #: 2976138
Invoice Date: 8/14/2018
Balance: \$2,176.96

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Bill To: Marcellus Mcrae
 Gibson Dunn
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 Los Angeles, CA, 90071

Invoice #: CA3446957
Invoice Date: 8/16/2018
Balance Due: \$2,379.25

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2990393 Job Date: 8/15/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial P.M.	Transcript - Split Between Parties/Your Share	Page	141.00	\$391.98
	Realtime Services	Page	141.00	\$260.85
	Rough Draft	Page	141.00	\$211.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial, A.M.	Transcript - Split Between Parties/Your Share	Page	84.00	\$233.52
	Realtime Services	Page	84.00	\$155.40
	Rough Draft	Page	84.00	\$126.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,379.25
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,379.25

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Invoice #: CA3446957
Job #: 2990393
Invoice Date: 8/16/2018
Balance: \$2,379.25

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 Tel. 877-955-3855 Fax. 949-955-3854
 Fed. Tax ID: 20-3132569



Bill To: Helen Galloway
 Gibson Dunn
 333 S Grand Ave, 47th Floor
 Los Angeles, CA, 90071

Invoice #: CA3434830
Invoice Date: 8/7/2018
Balance Due: \$2,483.46

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #:	2976133 Job Date: 8/3/2018 Delivery: Daily
Billing Atty:	Helen Galloway
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (A.M. Session)	Transcript - Split Between Parties/Your Share	Page	97.00	\$269.66
	Realtime Services	Page	97.00	\$179.45
	Rough Draft	Page	97.00	\$145.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M. Session)	Transcript - Split Between Parties/Your Share	Page	145.00	\$403.10
	Realtime Services	Page	145.00	\$268.25
	Rough Draft	Page	145.00	\$217.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,483.46
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,483.46

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Invoice #: CA3434830
Job #: 2976133
Invoice Date: 8/7/2018
Balance: \$2,483.46

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Bill To: Helen Galloway
Gibson Dunn
333 South Grand Avenue
Los Angeles, CA, 90071

Invoice #: CA3435874
Invoice Date: 8/6/2018
Balance Due: \$2,098.25

Case:	Pico Neighborhood Association v. City Of Santa Monica
Job #:	2962103 Job Date: 7/14/2018 Delivery: Expedited
Billing Atty:	Helen Galloway
Location:	Gibson Dunn & Crutcher 333 S. Grand Avenue Ste 4600 Los Angeles, CA 90071
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
J. Morgan Kousser , Ph.D.	Video - Extended Hours Surcharge	Hour	1.00	\$475.00
	Video - Services		8.50	\$1,572.50
	Video - Media and Cloud Services	Per disk	1.00	\$22.75
	Shipping & Handling - Video Media	Package	1.00	\$28.00
Notes:		Invoice Total:		\$2,098.25
		Payment:		\$0.00
		Credit:		\$0.00
		Interest:		\$0.00
		Balance Due:		\$2,098.25

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: CA3435874
Job #: 2962103
Invoice Date: 8/6/2018
Balance: \$2,098.25

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3451908
Invoice Date: 8/21/2018
Balance Due: \$2,344.73

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2993731 Job Date: 8/20/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial	Transcript - Split Between Parties/Your Share	Page	221.00	\$614.38
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Realtime Services	Page	221.00	\$408.85
	Rough Draft	Page	221.00	\$331.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total: \$2,344.73
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$2,344.73

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: CA3451908
Job #: 2993731
Invoice Date: 8/21/2018
Balance: \$2,344.73

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3448442
Invoice Date: 8/22/2018
Balance Due: \$2,268.91

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2990394 Job Date: 8/16/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Marcellus Mcrae Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (A.M. Session)	Transcript - Split Between Parties/Your Share	Page	136.00	\$378.08
	Realtime Services	Page	136.00	\$251.60
	Rough Draft	Page	136.00	\$204.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M. Session)	Transcript - Split Between Parties/Your Share	Page	71.00	\$197.38
	Realtime Services	Page	71.00	\$131.35
	Rough Draft	Page	71.00	\$106.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total: \$2,268.91
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$2,268.91

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: CA3448442
Job #: 2990394
Invoice Date: 8/22/2018
Balance: \$2,268.91

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Bill To: Marcellus Mcrae
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333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3453209
Invoice Date: 8/22/2018
Balance Due: \$2,408.29

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2993732 Job Date: 8/21/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial	Transcript - Split Between Parties/Your Share	Page	233.00	\$647.74
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Realtime Services	Page	233.00	\$431.05
	Rough Draft	Page	233.00	\$349.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total: \$2,408.29
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$2,408.29

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Invoice #: CA3453209
Job #: 2993732
Invoice Date: 8/22/2018
Balance: \$2,408.29

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Bill To: Marcellus Mcrae
 Gibson Dunn
 333 S Grand Ave, 47th Floor
 Los Angeles, CA, 90071

Invoice #: CA3454753
Invoice Date: 8/23/2018
Balance Due: \$2,648.97

Case:	Pico Neighborhood v. City of Santa Monica- TRIAL	Third Party:
Job #:	2993733 Job Date: 8/22/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Marcellus Mcrae Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (AM Session)	Transcript - Split Between Parties/Your Share	Page	120.00	\$333.60
	Realtime Services	Page	120.00	\$222.00
	Rough Draft	Page	120.00	\$180.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (PM Session)	Transcript - Split Between Parties/Your Share	Page	149.00	\$414.22
	Realtime Services	Page	149.00	\$275.65
	Rough Draft	Page	149.00	\$223.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.	Invoice Total:	\$2,648.97
	Payment:	\$0.00
	Credit:	\$0.00
	Interest:	\$0.00
	Balance Due:	\$2,648.97

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Invoice #: CA3454753
Job #: 2993733
Invoice Date: 8/23/2018
Balance: \$2,648.97

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3457377
Invoice Date: 8/25/2018
Balance Due: \$2,305.69

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2993735 Job Date: 8/24/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (AM Session)	Transcript - Split Between Parties/Your Share	Page	111.00	\$308.58
	Realtime Services	Page	111.00	\$205.35
	Rough Draft	Page	111.00	\$166.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial Trial (PM Session)	Transcript - Split Between Parties/Your Share	Page	102.00	\$283.56
	Realtime Services	Page	102.00	\$188.70
	Rough Draft	Page	102.00	\$153.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,305.69
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,305.69

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Invoice #: CA3457377
Job #: 2993735
Invoice Date: 8/25/2018
Balance: \$2,305.69

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3449684
Invoice Date: 8/22/2018
Balance Due: \$2,293.43

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 2990396 | Job Date: 8/17/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
111 N. Hill Street | Dept. 28
Los Angeles, CA 90012
Sched Atty: Marcellus Mcrae | Gibson Dunn & Crutcher LLP

Third Party:

Witness	Description	Units	Quantity	Amount
Trial (A.M. Session)	Transcript - Split Between Parties/Your Share	Page	48.00	\$133.44
	Realtime Services	Page	48.00	\$88.80
	Rough Draft	Page	48.00	\$72.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M. Session)	Transcript - Split Between Parties/Your Share	Page	163.00	\$453.14
	Realtime Services	Page	163.00	\$301.55
	Rough Draft	Page	163.00	\$244.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total: \$2,293.43
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$2,293.43

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: CA3449684
Job #: 2990396
Invoice Date: 8/22/2018
Balance: \$2,293.43

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3461267
Invoice Date: 8/29/2018
Balance Due: \$2,507.98

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #: 3000621 Job Date: 8/28/2018 Delivery: Daily	
Billing Atty: Marcellus Mcrae	
Location: LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty: Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial A.M.	Transcript - Split Between Parties/Your Share	Page	112.00	\$311.36
	Realtime Services	Page	112.00	\$207.20
	Rough Draft	Page	112.00	\$168.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial P.M.	Transcript - Split Between Parties/Your Share	Page	134.00	\$372.52
	Realtime Services	Page	134.00	\$247.90
	Rough Draft	Page	134.00	\$201.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parites. This is your share.

Invoice Total:	\$2,507.98
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,507.98

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Invoice #: CA3461267
Job #: 3000621
Invoice Date: 8/29/2018
Balance: \$2,507.98

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Bill To: Tiaunia Henry
Gibson Dunn
333 South Grand Avenue
Los Angeles, CA, 90071

Invoice #: CA3424473
Invoice Date: 8/8/2018
Balance Due: \$2,200.75

Case:	Pico Neighborhood Association v. City Of Santa Monica
Job #:	2952811 Job Date: 7/13/2018 Delivery: Normal
Billing Atty:	Tiaunia Henry
Location:	Gibson Dunn & Crutcher 333 S. Grand Avenue Ste 4600 Los Angeles, CA 90071
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Justin Levitt	Video - Services		11.00	\$2,035.00
	Video - Media and Cloud Services	Per disk	1.00	\$22.75
	Shipping & Handling - Video Media	Package	1.00	\$28.00
	Video - Extended Hours Surcharge	Hour	1.00	\$115.00
Notes:			Invoice Total:	\$2,200.75
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,200.75

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Invoice #: CA3424473
Job #: 2952811
Invoice Date: 8/8/2018
Balance: \$2,200.75

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 Fed. Tax ID: 20-3132569



Bill To: Marcellus Mcrae
 Gibson Dunn
 333 S Grand Ave, 47th Floor
 Los Angeles, CA, 90071

Invoice #: CA3462853
Invoice Date: 8/30/2018
Balance Due: \$2,054.36

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	3000622 Job Date: 8/29/2018 Delivery: Daily	
Billing Atty:	Marcellus Mcrae	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (A.M.)	Transcript - Split Between Parties/Your Share	Page	118.00	\$328.04
	Realtime Services	Page	118.00	\$218.30
	Rough Draft	Page	118.00	\$177.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M)	Transcript - Split Between Parties/Your Share	Page	54.00	\$150.12
	Realtime Services	Page	54.00	\$99.90
	Rough Draft	Page	54.00	\$81.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parites. This is your share.

Invoice Total:	\$2,054.36
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,054.36

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Invoice #: CA3462853
Job #: 3000622
Invoice Date: 8/30/2018
Balance: \$2,054.36

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3465181
Invoice Date: 8/31/2018
Balance Due: \$2,557.02

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #: 3000623 Job Date: 8/30/2018 Delivery: Daily	
Billing Atty: Marcellus Mcrae	
Location: LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty: Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (A.M)	Transcript - Split Between Parties/Your Share	Page	105.00	\$291.90
	Realtime Services	Page	105.00	\$194.25
	Rough Draft	Page	105.00	\$157.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M.)	Transcript - Split Between Parties/Your Share	Page	149.00	\$414.22
	Realtime Services	Page	149.00	\$275.65
	Rough Draft	Page	149.00	\$223.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,557.02
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,557.02

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: CA3465181
Job #: 3000623
Invoice Date: 8/31/2018
Balance: \$2,557.02

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Fed. Tax ID: 20-3132569



Bill To: Helen Galloway
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3456108
Invoice Date: 8/24/2018
Balance Due: \$2,477.33

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL	Third Party:
Job #:	2993734 Job Date: 8/23/2018 Delivery: Daily	
Billing Atty:	Helen Galloway	
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012	
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP	

Witness	Description	Units	Quantity	Amount
Trial (A.M. Session)	Transcript - Split Between Parties/Your Share	Page	138.00	\$383.64
	Realtime Services	Page	138.00	\$255.30
	Rough Draft	Page	138.00	\$207.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M. Session)	Transcript - Split Between Parties/Your Share	Page	103.00	\$286.34
	Realtime Services	Page	103.00	\$190.55
	Rough Draft	Page	103.00	\$154.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties. This is your share.

Invoice Total:	\$2,477.33
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$2,477.33

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Invoice #: CA3456108
Job #: 2993734
Invoice Date: 8/24/2018
Balance: \$2,477.33

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Western Region

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 Los Angeles CA 90017
 Tel. 877-955-3855 Fax. 949-955-3854
 Fed. Tax ID: 20-3132569



Bill To: Marcellus Mcrae
 Gibson Dunn
 333 S Grand Ave, 47th Floor
 Los Angeles, CA, 90071

Invoice #: CA3467702
Invoice Date: 9/6/2018
Balance Due: \$2,836.74

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 3000624 | Job Date: 9/4/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
 111 N. Hill Street | Dept. 28
 Los Angeles, CA 90012
Sched Atty: Helen Galloway | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (A.M.)	Transcript - Split Between Parties/Your Share	Page	144.00	\$400.32
	Realtime Services	Page	144.00	\$266.40
	Rough Draft	Page	144.00	\$216.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M.)	Transcript - Split Between Parties/Your Share	Page	154.00	\$428.12
	Realtime Services	Page	154.00	\$284.90
	Rough Draft	Page	154.00	\$231.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Parking Expense	Per hour	1.00	\$20.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes: Split between two parties - This is your share

Invoice Total: \$2,836.74
Payment: \$0.00
Credit: \$0.00
Interest: \$0.00
Balance Due: \$2,836.74

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Invoice #: CA3467702
Job #: 3000624
Invoice Date: 9/6/2018
Balance: \$2,836.74

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3469029
Invoice Date: 9/7/2018
Balance Due: \$2,673.49

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 3007745 | Job Date: 9/5/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
111 N. Hill Street | Dept. 28
Los Angeles, CA 90012
Sched Atty: Helen Galloway | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (A.M.)	Transcript - Split Between Parties/Your Share	Page	129.00	\$358.62
	Realtime Services	Page	129.00	\$238.65
	Rough Draft	Page	129.00	\$193.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M.)	Transcript - Split Between Parties/Your Share	Page	144.00	\$400.32
	Rough Draft	Page	144.00	\$216.00
	Realtime Services	Page	144.00	\$266.40
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties - This is your share			Invoice Total:	\$2,673.49
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,673.49

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Invoice #: CA3469029
Job #: 3007745
Invoice Date: 9/7/2018
Balance: \$2,673.49

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Fed. Tax ID: 20-3132569



Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3470619
Invoice Date: 9/7/2018
Balance Due: \$2,679.62

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 3009000 | Job Date: 9/6/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
111 N. Hill Street | Dept. 28
Los Angeles, CA 90012
Sched Atty: Helen Galloway | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (A.M)	Transcript - Split Between Parties/Your Share	Page	127.00	\$353.06
	Realtime Services	Page	127.00	\$234.95
	Rough Draft	Page	127.00	\$190.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
Trial (P.M.)	Transcript - Split Between Parties/Your Share	Page	147.00	\$408.66
	Realtime Services	Page	147.00	\$271.95
	Rough Draft	Page	147.00	\$220.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties - This is your share			Invoice Total:	\$2,679.62
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,679.62
TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult http://www.veritext.com/services/all-services/services-information				

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Invoice #: CA3470619
Job #: 3009000
Invoice Date: 9/7/2018
Balance: \$2,679.62

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Bill To: Marcellus Mcrae
Gibson Dunn
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Los Angeles, CA, 90071

Invoice #: CA3475544
Invoice Date: 9/12/2018
Balance Due: \$2,822.87

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #:	3012797 Job Date: 9/11/2018 Delivery: Daily
Billing Atty:	Marcellus Mcrae
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (Full Day)	Transcript - Split Between Parties/Your Share	Page	299.00	\$831.22
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Realtime Services	Page	299.00	\$553.15
	Rough Draft	Page	299.00	\$448.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Parking Expense	Per hour	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties - This is your share			Invoice Total:	\$2,822.87
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,822.87

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Invoice #: CA3475544
Job #: 3012797
Invoice Date: 9/12/2018
Balance: \$2,822.87

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3474093
Invoice Date: 9/12/2018
Balance Due: \$2,641.23

Case:	Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #:	3010216 Job Date: 9/10/2018 Delivery: Daily
Billing Atty:	Marcellus Mcrae
Location:	LASC 111 N. Hill Street Dept. 28 Los Angeles, CA 90012
Sched Atty:	Helen Galloway Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial (Full day)	Transcript - Split Between Parties/Your Share	Page	271.00	\$753.38
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$945.00
	Realtime Services	Page	271.00	\$501.35
	Rough Draft	Page	271.00	\$406.50
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties - This is your share			Invoice Total:	\$2,641.23
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$2,641.23

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Invoice #: CA3474093
Job #: 3010216
Invoice Date: 9/12/2018
Balance: \$2,641.23

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Bill To: Marcellus Mcrae
Gibson Dunn
333 S Grand Ave, 47th Floor
Los Angeles, CA, 90071

Invoice #: CA3477901
Invoice Date: 9/14/2018
Balance Due: \$625.10

Case: Pico Neighborhood v. City Of Santa Monica- TRIAL
Job #: 3013632 | Job Date: 9/13/2018 | Delivery: Daily
Billing Atty: Marcellus Mcrae
Location: LASC
111 N. Hill Street | Dept. 28
Los Angeles, CA 90012
Sched Atty: | Gibson Dunn & Crutcher LLP

Witness	Description	Units	Quantity	Amount
Trial	Transcript - Split Between Parties/Your Share	Page	20.00	\$55.60
	Attendance Fee - Split Among Parties/Your Share	1	1.00	\$497.50
	Realtime Services	Page	20.00	\$37.00
	Litigation Package (all Electronic Files)	1	1.00	\$10.00
	Electronic Delivery and Handling	Package	1.00	\$25.00
Notes: Split between two parties - This is your share			Invoice Total:	\$625.10
			Payment:	\$0.00
			Credit:	\$0.00
			Interest:	\$0.00
			Balance Due:	\$625.10

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Chicago IL 60694-1303

Invoice #: CA3477901
Job #: 3013632
Invoice Date: 9/14/2018
Balance: \$625.10

EXHIBIT E

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PICO NEIGHBORHOOD
ASSOCIATION and MARIA LOYA,

Plaintiffs,

v.

CITY OF SANTA MONICA, and
DOES 1 through 100, inclusive,

Defendants.

) Case No.: BC616804

) **PLAINTIFFS' SECOND AMENDED**
) **EXHIBIT LIST**

) **Trial Date: August 1, 2018**

) **Time: 1:30pm**

) **Dept.: 28**

) Complaint Filed: April 12, 2016

) Trial Date: August 1, 2018

) *Assigned for all purposes to the Honorable Judge*
) *Yvette M. Palazuelos*

1 TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS
2 OF RECORD:

3 PLAINTIFFS Pico Neighborhood Association and Maria Loya will offer the following
4 exhibits to be pre-marked for trial. Plaintiffs reserve the right to identify further exhibits,
5 including documents and materials used for purposes of rebuttal and impeachment.

6
7 DATE: August 6, 2018

SHENKMAN & HUGHES
PARRIS LAW FIRM and
LAW OFFICES OF MILTON GRIMES
LAW OFFICE OF ROBERT RUBIN

9
10 

11 _____
12 Kevin Shenkman
13 Attorneys for Plaintiffs
14
15
16
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18
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PLANTIFFS' FIRST AMENDED TRIAL EXHIBIT LIST

Exhibit	Description	In Evidence	Date
1.	"Creating a city for wellbeing: Key findings about wellbeing perspectives and assets in Santa Monica Wave2/Version2.0" Rand Corporation		
2.	Stipulation, Decision and Order - FPPC		
3.	"Creating a city for wellbeing: Key findings about wellbeing perspectives and assets in Santa Monica" Rand Corporation April 2015		
4.	"Report with review and recommendation of best practices for the City of Santa Monica" John C. Houston 4/18/2016		
5.	"The Vote By Precincts" SM Outlook 11-6-1946		
6.	"Dodgerites Distribute Desperate Dying Dope" SM Outlook 11-30-1914		
7.	"Desperation Seizes Charterites" SM Outlook 11-24-1914		
8.	"Try to Befog Real Issues" SM Outlook - 11-25-1914		
9.	"Why SM Flourished After WW II" SM Outlook 3-11-1975		
10.	"Santa Monica's Most Important City Election" SM Outlook 12-3-1945		
11.	"Let's Not Jump From The Frying Pan Into The Fire" SM Outlook 10-17-1946		
12.	"White Population Total Here 64,415" SM Outlook 10-18-1946		
13.	"Bay Leaders Spot Culture Problems" SM Outlook 11-13-1945		
14.	"Internment Upheld By SM Council" SM Topics - 6-18-1943		
15.	"City Council Passes Resolution Against Japs" SM Topics - 5-28-1943		
16.	"The Little Savage" SM Outlook - 10-4-1946		
17.	"Fair Employment Proves Controversial Issue" SM Outlook - 10-4-1946		
18.	"LA Chamber Joins Fair Practice Fight" SM Outlook - 10-11-1946		
19.	"The Need of a Republican Program" SM Outlook- 3-19-1946		
20.	"City Council of Seven Members Given Approval" SM Outlook - 3-13-1946		
21.	"The Fair Employment Initiative" SM Outlook - 10-28-1946		
22.	"At Large Election Policies Unchanged" SM Outlook - 5-22-1946		
23.	"Freeholders Study Council Selection" SM Outlook - 6-27-1946		
24.	"Board Completes Work on Draft of Proposed Charter" SM Outlook - 7-17-1946		
25.	"Dykstra Tells Civic League City Mgr. Obeys Council" SM Outlook - 3-5-1946		
26.	"Freeholders Appoint Legal Counsel" SM Outlook - 3-6-1946		
27.	"The Freeholders Good Work" SM Outlook - 3-14-1946		
28.	"The Freeholders Great Opportunity" SM Outlook - 5-16-1946		
29.	"An Attempt to Defeat The Charter" SM Outlook - 3-23-1946		
30.	"A Smoke Screen Won't Stop Santa Monica" SM Outlook - 11-4-1946		
31.	"Minority Groups and the Proposed Charter" SM Outlook - 10-25-1946		
32.	"Bay Leaders Spot Culture Problems" SM Outlook - 11-13-1945		

33.	"Concert to Aid Interracial Group" SM Outlook - 11-30-1945		
34.	"Candidates for Freeholder" SM Outlook - 11-23-1945		
35.	"At Large Election Policies Unchanged" SM Outlook - 5-22-1946		
36.	"Freeholders Study Council Selection" SM Outlook - 6-27-1946		
37.	"New Charter Aids Racial Minorities" SM Outlook - 10-26-1946		
38.	"Mass Meeting Opens Charter Support Drive" SM Outlook - 10-9-1946		
39.	"Only 7 Precincts of 113 Return Negative Margins" SM Outlook - 11-7-1946		
40.	"SM's Original Families Suffer Discrimination" SM Outlook - 5-17-1975		
41.	"OP Cultivates A Unique Style" SM Outlook - 5-17-1975		
42.	"SM Blacks Develop Own Culture" SM Outlook - 5-17-1975		
43.	"SM Districting Initiative Fails" SM Outlook - 4-9-1975		
44.	"Hearing Set on Initiative Election Date" SM Outlook - 9-2-1974		
45.	"Proposition 3" SM Outlook - 4-1-1975		
46.	"Beteta For School Seat" SM Outlook - 3-28-1975		
47.	"Blanche Carter Heads SM Panel" SM Outlook - 4-11-1975		
48.	"Busing Upset Justified" SM Outlook - 3-13-1975		
49.	"Ability to Write Hurt By Weakness in English" SM Outlook - 3-14-1975		
50.	"Districting Stirs Feelings" SM Outlook - 3-15-1975		
51.	"Prop 3 Battle Lines Shape Up" SM Outlook - 3-21-1975		
52.	"SM Prop 3 Advocate Supported" SM Outlook - 4-4-1975		
53.	"SM City Council Candidate Statements" SM Outlook - 4-1-1975		
54.	"For Trives Cohen Reed" SM Outlook - 4-1-1975		
55.	"Prop 3 Who Benefits" SM Outlook - 3-20-1975		
56.	"Candidate Statement Gary R Schwedes" SM Outlook - 4-1-1975		
57.	"SM School Board Incumbent to Quit" SM Outlook - 3-5-1975		
58.	"Districting Loses 2-1" SM Outlook - 4-9-1975		
59.	"SM Voters Facing Crucial Choices" SM Outlook - 4-1-1975		
60.	"Prop 3 Vote Studied" SM Outlook - 4-9-1975		
61.	"School Board Candidate Statements for Fred Beteta and Beulah Juarez" SM Outlook - 4-1-1975		
62.	"Districting Spurs SM Turnout" SM Outlook - 4-7-1975		
63.	"SM Election Reform Measure Loses" SM Outlook - 6-8-1988		
64.	"Group to Unveil Plan to Form Council Districts" LA Times - 12-3-1989		
65.	"Push for SM District Vote Under Way" SM Outlook - 6-9-1988		
66.	"Bid To Alter Council SM Group Pushes For Districts" LA Times - 11-27-1988		
67.	"Study Finds Fault in Election Method" LA Times - 3-22-1992		
68.	"Meet Voting Rights Champ and Genius Joaquin Avila" Monterey County Weekly - 8-22-2015		
69.	"One Latino Wins 3 Others Lose in Watsonville Vote" SM Outlook - 12-6-1989		
70.	"California Law Opens Door For Minority Representation" News 21 - 8-20-2016		
71.	"Bid for Vote by District is Shelved" LA Times - 7-26-1990		
72.	"Council Balks at Election Reform Plan" LA Times - 7-9-1992		

73.	"Hispanic Schabarum Seeks Remap Case Role" LA Times - 12-28-1989		
74.	"The County's \$3 Million Mistake" LA Times - 6-6-1990		
75.	"Commission to Study Charter" SM Outlook - 10-5-1990		
76.	"Lawyer Warns of Redistricting Fallout" SM Outlook - 10-11-1990		
77.	"Latino Remap Ruling Upheld" SM Outlook - 11-3-1990		
78.	"The Day After" SM Outlook - 11-8-1990		
79.	"The Outlook We Recommend" SM Outlook - 11-5-1990		
80.	"Reed's Reelection Bid Failing" SM Outlook - 11-7-1990		
81.	"Candidates Get Endorsements" SM Outlook - 10-2-1990		
82.	"SM City Council Candidates File Contribution Reports" SM Outlook - 10-10-1990		
83.	"Reed Loses City Unions Endorsement" SM Outlook - 10-11-1990		
84.	"No on Prop Y - Editorial" SM Outlook - 11-1-1990		
85.	"No on Prop Z-Z as in Zilch-Advertisement" SM Outlook - 11-2-1990		
86.	"No on Prop Z and Yes on Prop U-Editorials" SM Outlook - 11-2-1990		
87.	"Tenants Landlords Duel in Extremes" SM Outlook - 11-3-1990		
88.	"Crowded Ballots Await SM Voters" SM Outlook - 11-5-1990		
89.	"Guide to SM Ballot Measures" SM Outlook - 11-6-1990		
90.	"Reed Losing Re-election Bid" SM Outlook - 11-7-1990		
91.	"SMRR Slate Sweeps Rent Board Race" SM Outlook - 11-7-1990		
92.	"SMRR Survives Turbulent Times" SM Outlook - 11-8-1990		
93.	"Reeds Loss Stuns Saddens Even Political Opponents" SM Outlook - 11-8-1990		
94.	"First Barrier Cleared Latino Ready For Next" SM Outlook - 11-8-1990		
95.	"Invoices of Senators Son Draw Scrutiny" LA Times - 9-21-2003		
96.	"SM Weighs Complex Voting System to Spread Power" SM Outlook - 7-7-1992		
97.	"Term Limits Pay Hikes Gain Early Approval" SM Outlook - 7-8-1992		
98.	"Serious Crime Nose Dives in SM" SM Outlook - 11-1-1994		
99.	"Winners Hold Off Rivals With Tough Talk Small Voter Turnout" SM Outlook - 11-10-1994		
100.	"Competing Slates View Safety as Key Issue" LA Times - 11-3-1994		
101.	"SM Police Officers Urge No Vote on Tony Vazquez-Advertisement" SM Outlook - 11-1994		
102.	"Santa Monica No Citizenship No Vote" LA Times - 5-16-1991		
103.	"Police Backed Candidates Win Seats on Council" LA Times - 11-10-1994		
104.	"Homelessness and the Defeat of Tony Vazquez for SM Council" LA Times - 11-24-1994		
105.	"MAPA Ad Endorsing Tony Vazquez" SM Outlook - 11-1994		
106.	"SM Police Officers Urge Your Vote For Safety" SM Outlook - 11-1994		

107.	"Over 100 Economists Endorse SMs Living Wage" SM Mirror - 9-15-2002		
108.	"Hotels Are Big Spenders in Living Wage Battle" SM Mirror - 10-22-2002		
109.	"Big Money Big Lies Defeat the Living Wage" SM Mirror - Nov 13-19-2002		
110.	"Challengers Optimistic About Their Chances" SM Mirror - Oct 30-Nov 5-2002		
111.	"Chamber Hosts VERITAS Debate" SM Mirror - Oct 9-15-2002		
112.	"Flaws in VERITAS" SM Mirror - Oct 9-15-2002		
113.	"Vote No on Prop HH" SM Mirror - Oct 23-29-2002		
114.	"Yes on JJ No on HH" SM Mirror - Oct 9-15-2002		
115.	"SM Police Officers and Firefighters Say No to Political Thieves Vote NO on HH" SM Mirror - Oct 30-Nov 5-2002		
116.	"Reflections and Observations And The Winners Should Be" Oct 30-Nov 5-2002		
117.	"Only 2 of 7 Local Ballot Measures Win Voter Approval" SM Mirror - Nov 6-12-2002		
118.	"The Past Isn't Quite Dead Here, Either: How Racism Shaped Santa Monica" SM Next - 12/2015		
119.	"Low Information Voting" Alvarez, Hall, Levin 1/2018		
120.	Maria Loya - Voter Registration Verification		
121.	J. Morgan Kousser - 1994 Graphs		
122.	J. Morgan Kousser - 2016 Graphs		
123.	J. Morgan Kousser - Santa Monica Population Charts		
124.	J. Morgan Kousser - CV		
125.	Exhibits attached to the deposition of Morgan Kousser		
126.	Charter of the City of Santa Monica, as submitted by the Board of Freeholders Elected on December 4, 1945		
127.	Santa Monica City Council Mtg. July 7, 1992: Charter Review Commission Recommendations		
128.	"The Current State of Equity and Opportunities to Learn in the Santa Monica-Malibu Unified School District: Findings and Recommendations" Pedro A. Noguera, Ph.D., Isis Delgado and Joaquin Noguera		
129.	Microsoft Excel Spreadsheet Re - 1946 Charter and FEPC		
130.	Microsoft Excel Spreadsheet Re - Santa Monica 1946 Charter		
131.	Microsoft Excel Spreadsheet Re - Santa Monica 1975		
132.	Microsoft Excel Spreadsheet Re - Santa Monica 1994		
133.	Microsoft Excel Spreadsheet Re - Santa Monica 1994 BW		
134.	Microsoft Excel Spreadsheet Re - Santa Monica 1996		
135.	Microsoft Excel Spreadsheet Re - Santa Monica 1996 BW		
136.	Microsoft Excel Spreadsheet Re - Santa Monica 2002		
137.	Microsoft Excel Spreadsheet Re - Santa Monica 2002 BW		
138.	Microsoft Excel Spreadsheet Re - Santa Monica 2004		
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140.	Microsoft Excel Spreadsheet Re - Santa Monica 2008		
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144.	SM 2002 - Measure HH - Statement of Votes Cast		
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189.	Material Related to Proposition 14		
190.	"Life of a Negro" series of articles		
191.	Justin Levitt - CV		

192.	Jerome Gray Winning, Fair Representation in At Large Elections		
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214.	Garrett v. City of Highland Corrected Judgment		
215.	Reserve		
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218.	City of Anaheim, General Municipal Election Results 2016		
219.	Report of the Advisory Committee on Electoral Districts to the Anaheim City Council		
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228.	June 1, 2016, City of Santa Monica Planning Commission Report Re: Study Session on Pico Neighborhood Plan		
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230.	Exhibits attached to the deposition of Berenice Onofre		
231.	Exhibits attached to the deposition of Tony Vazquez (Vol. 1)		
232.	Exhibits attached to the deposition of Terrence O'Day (Vol. 1)		
233.	Exhibits attached to the deposition of Terrence O'Day (Vol. 2)		
234.	Exhibits attached to the deposition of Gleam Davis (Vol. 2)		
235.	Exhibits attached to the deposition of Kevin McKeown (Vol. 1)		
236.	Exhibits attached to the deposition of Pam O'Connor (Vol. 2)		
237.	Exhibits attached to the deposition of Sue Himmelrich		
238.	Exhibits attached to the deposition of Ted Winterer		
239.	Exhibits attached to the deposition of Maria Vasquez		
240.	Exhibits attached to the deposition of Gina De Baca		
241.	Exhibits attached to the deposition of Oscar DeLa-Torre as the Person Most Knowledgeable for Pico Neighborhood Association (Vol. 1)		
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300.	December 2015 letter to Santa Monica City Council		
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303.	1975 ballot arguments		
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305.	City Yards Master Plan 1-27-2015 Staff Report		
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EXHIBIT F

VIA E-MAIL

October 7, 2016

George Brown
Gibson Dunn & Crutcher LLP
gbrown@gibsondunn.com

Re: Pico Neighborhood Association, et al. v. City of Santa Monica

Mr. Brown:

Thank you again for offering the use of your offices to conduct the deposition of Mayor Vazquez and others. But as I thought I made clear, we intend to conduct these depositions at the R. Rex Parris Law Firm's office in Lancaster. It is becoming increasingly frustrating to respond to your insistence that you get to dictate the site of our depositions. As you are aware, CCP 2025.250 gives the party noticing the deposition the right to determine the site for the deposition so long as it is "either within 75 miles of the deponent's residence, or within the county where the action is pending and within 150 miles of the deponent's residence." And there are no exceptions for city council members running for re-election.

We need not justify to you the reason behind the decision to conduct certain depositions in Lancaster but, if pressed by the court at a hearing on a motion to compel the attendance of a witness, we would be quick to point out the myriad of reasons for the propriety of the Lancaster site including: 1) easy access to documents (Lancaster is where plaintiffs' official case files are kept) that might be helpful in deposing the witness; 2) presence of associates and paralegals who might be needed for quick legal or factual research assignments; and 3) overall comfort level of being on "friendly territory." We are perplexed as to why you would think that we would forfeit these advantages.

We have noticed the continued deposition of Mayor Vazquez for October 12 at the R. Rex Parris Law Firm in Lancaster. We have already moved that date at your insistence once (and bore the expense of that date change); we have indicated our flexibility regarding the start time of the deposition; and we accommodated your request to continue the deposition to a second day to accommodate Mr. Vazquez's desire to beat traffic. If you do not intend to produce him Mr. Vazquez at the time and place specified in the notice of continued deposition, please notify me by close of business today (Friday) so

that we might seek an order to compel the attendance of the witness.

It would be a shame if that scenario actually occurs but your actions to date seemingly leave us with no other option.

Very truly yours,

/s/ Kevin Shenkman

Kevin Shenkman

EXHIBIT G

SHENKMAN & HUGHES

ATTORNEYS

MALIBU, CALIFORNIA

28905 Wight Road
Malibu, California 90265
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VIA EMAIL

December 15, 2015

Mayor Tony Vazquez
tony.vazquez@smgov.net
Mayor Pro Tem Ted Winterer
ted.winterer@smgov.net
Councilmember Kevin McKeown
kevin@mckeown.net
Councilmember Gleam Davis
gleam.davis@smgov.net
Councilmember Sue Himmelrich
sue.himmelrich@smgov.net
Councilmember Pam O'Connor
pam.oconnor@smgov.net
Councilmember Terry O'Day
terry.oday@smgov.net
City Manager - Rick Cole
rick.cole@smgov.net
City of Santa Monica
1685 Main St., Rm. 209
Santa Monica, CA 90401

*Re: Violation of the California Voting Rights Act and Intentional
Discrimination in the 1946 Adoption of At-Large Elections for the Santa
Monica City Council*

We write to you at the request of several Latino residents of the Pico Neighborhood of Santa Monica.

The City of Santa Monica ("Santa Monica") relies upon an at-large election system for electing candidates to its City Council. It also appears that voting within Santa Monica is racially polarized, resulting in minority vote dilution, and therefore Santa Monica's at-large elections are violative of the California Voting Rights Act of 2001 ("CVRA").

Moreover, Santa Monica's current at-large election system is the result of intentional discrimination against Santa Monica's minority residents in 1946. At that time, the at-large election system was adopted specifically to prevent the ethnic minority residents of

Santa Monica, residing principally in the southern portion of Santa Monica, from achieving representation on the Santa Monica City Council.

Santa Monica's At-Large Elections Violate the CVRA

The CVRA states in relevant part:

14027. An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgment of the rights of voters who are members of a protected class, as defined pursuant to Section 14026.

14028. (a) A violation of Section 14027 is established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision. ...

While Santa Monica is a charter city, and charter cities are granted certain autonomy over the manner and method of their elections, it is now well settled that the CVRA preempts any conflicting charter provision regarding at-large elections. Specifically, in a case that the undersigned counsel successfully argued, the Court of Appeals found that the CVRA is equally applicable to charter cities, and controls over conflicting charter provisions, because it is narrowly tailored to addressing matters of statewide concern – the right to vote, equal protection, and the integrity of the electoral process. *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781, 798-804, review denied en banc (Aug. 20, 2014).

Based on our analysis, Santa Monica's at-large system dilutes the ability of minority residents – particularly Latinos (a "protected class") – to elect candidates of their choice or otherwise influence the outcome of Santa Monica's council elections.

The key to determining whether an at-large election violates the CVRA, is determining whether there is racially polarized voting. *See* Cal. Elec. Code §14028 ("A violation of Section 14027 *is established* if it is shown that racially polarized voting occurs in elections ...") Racially polarized voting is "voting in which there is a difference ... in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate." *Id.* § 14026(e). Racially polarized voting shall be determined from examining results of elections in which "one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of a protected class." *Id.* § 14208(b).

Our research shows that in the history of the Santa Monica city council, spanning more than a hundred years, only one Latino has ever been elected to the city council, and there

has never been a Latino resident of the Pico Neighborhood, where Latinos are concentrated, elected to the Santa Monica city council. Latino residents of the Pico Neighborhood have run in several recent elections for the Santa Monica city council, and though they have been preferred by both voters in the Pico Neighborhood and by Latino voters generally, they have all lost due to the costly and discriminatory at-large system by which Santa Monica elects its city council.

Though not necessary to establish a violation of the CVRA, a history of discrimination, and the deleterious effects of that past discrimination on the protected class and its ability to elect candidates of its choice, are also relevant. *Id.* § 14208(e). Though Santa Monica is regarded by many to be one of the more progressive cities in the State, as explained more fully below, that was not true historically. Rather, Santa Monica has a disturbing history of racial discrimination that is masked by its more recent progressive image. In fact, whatever their intention, even recent decisions of the Santa Monica city council have had a deleterious impact on the Pico Neighborhood where Latinos are concentrated, for example the decisions to de-fund the Pico Youth and Family Center and to burden the Pico Neighborhood with the maintenance facility for the light rail that is planned to terminate near the much more affluent area around the 3rd St. Promenade. For Latinos residing in the Pico Neighborhood, the lack of representation, or prospect of representation, on the Santa Monica city council has led to the general neglect of their community. As revealed by documents recently released in connection with an employment case against Santa Monica, even employment decisions are made by the Santa Monica city council, and so not having appropriate representation on the city council has resulted in a lack of concern for the Latino community of the Pico Neighborhood from Santa Monica's administration as well as its city council.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. We then prevailed in successive appeals, and writ petitions, and the trial court's judgment was affirmed in June 2015. After spending millions of dollars, district-based elections are now ultimately being imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts. Moreover, in addition to the estimated \$2.5 million paid by the City of Palmdale to its attorneys, the City of Palmdale was required to pay us more than \$4.6 million for our efforts.

Given the historical lack of Latino representation, and particularly from the Pico neighborhood, on the city council in the context of racially polarized elections, we urge Santa Monica to voluntarily change its at-large system of electing council members. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief.

Santa Monica's At-Large Elections Are the Result of Intentional Discrimination in 1946

Even if Santa Monica's at-large election system could withstand a challenge based on the

CVRA (it cannot), it would still fall as it was adopted with the purpose of discriminating against Santa Monica's ethnic minority population residing in the southern portion of the city. That fact alone – that the 1946 adoption of at-large elections was generally motivated by a desire to disenfranchise ethnic minorities – makes the at-large election system unconstitutional today. *See, e.g., Hunter v. Underwood*, 471 US 222 (1985) (invalidating a suffrage provision of the 1901 Alabama Constitution Convention even though it was adopted 84 years earlier).

This should come as no surprise to Santa Monica. In 1992, the Santa Monica city attorney retained renowned discrimination expert, Dr. J. Morgan Kousser, to evaluate whether the at-large election system was adopted with a discriminatory intent. Dr. Kousser investigated the matter, and prepared a detailed report, concluding that the 1946 adoption of at-large elections for the city council was likely motivated by a desire to keep ethnic minorities, concentrated in the southern portion of the city, from achieving electoral success and gaining representation on Santa Monica's city council. A copy of Dr. Kousser's report is attached for your convenience.

Despite Dr. Kousser's conclusions, solicited by the Santa Monica city attorney, Santa Monica has not taken the necessary actions to correct this historic wrong. Rather, the at-large election system has accomplished exactly what it was intended to do – disenfranchise the minority residents living in the less-wealthy neighborhoods in the southern portion of Santa Monica, namely the Pico Neighborhood. While district-based elections would ensure that the Latino residents of the Pico Neighborhood enjoyed fair and equal representation in their local government, Santa Monica's current at-large system has prevented residents of the Pico Neighborhood from being elected to the city council, despite strong support from Latinos and the Pico Neighborhood.

Please advise us no later than January 11, 2016 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,

Kevin J. Shenkman

EXHIBIT H

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PICO NEIGHBORHOOD ASSOCIATION;)	
MARIA LOYA; AND ADVOCATES FOR)	
MALIBU PUBLIC SCHOOL,)	
)	
Plaintiffs,)	CASE NO. BC616804
)	
vs.)	
)	
CITY OF SANTA MONICA,)	
)	
Defendants.)	
_____)	

DEPOSITION OF ALLAN LICHTMAN, PhD
MONDAY, JULY 16, 2018
LANCASTER, CALIFORNIA

REPORTED BY:
CLAUDIA BADANO,
C.S.R. 8974

1 TESTIFIED ON BEHALF OF DEFENDANTS.

2 SO THOSE ARE, YOU KNOW, HOW MANY? A DOZEN
3 OR SO EXAMPLES?

4 Q. I READ ABOUT YOU, SIR, A COUPLE OF WEEKS AGO
5 AND SOME OF THE THINGS THAT YOU'VE SAID IN REGARDS TO
6 REPRESENTING MINORITY RIGHTS VOTER RIGHTS AND I'M
7 SORT OF SURPRISED THAT YOU ARE TESTIFYING THE WAY YOU
8 ARE HERE TODAY.

9 A. IS THAT A QUESTION?

10 Q. YEAH. THAT'S THE PREFACE QUESTION.

11 A. WHAT'S THE QUESTION?

12 Q. THE QUESTION IS WOULD YOU CONSIDER
13 DR. KOUSSER A FRIEND?

14 A. I ALREADY TESTIFIED ABSOLUTELY.

15 Q. AND HOW LONG HAS HE BEEN A FRIEND?

16 A. I ALREADY TESTIFIED --

17 MR. SCOLNICK: ASKED AND ANSWERED.

18 THE WITNESS: -- OVER 40 YEARS.

19 BY MR. GRIMES:

20 Q. OKAY. HAVE YOU EVER BEEN BETRAYED BY A
21 FRIEND BEFORE?

22 A. I'M NOT GOING TO ANSWER THAT QUESTION.

23 MR. SCOLNICK: OBJECT TO FORM.

24 THE WITNESS: I'M NOT GOING TO ANSWER THAT
25 QUESTION.

1 BY MR. GRIMES:

2 Q. EARLIER YOU TOLD MR. SHENKMAN THAT YOU DON'T
3 HAVE ANY FEELINGS AND IT'S NOT GOING TO GET TO YOU,
4 BUT WOULDN'T YOU SAY THE REAL EMOTIONAL IMPACT AND
5 HURT HERE IS TO DR. KOUSSER, NOT YOU --

6 MR. SCOLNICK: ARGUMENTATIVE.

7 THE WITNESS: I'M NOT GOING TO ANSWER THAT
8 QUESTION. THIS ISN'T PERSONAL.

9 BY MR. GRIMES:

10 Q. -- FOR A FRIEND TO COME IN AND REFUTE HIS
11 50 YEARS OF WORK?

12 MR. SCOLNICK: ARGUMENTATIVE.

13 DON'T ANSWER.

14 I WOULD ASSUME A PROFESSIONAL LIKE DR.
15 KOUSSER CAN TAKE CRITIQUE OF HIS ANALYSIS.

16 THE WITNESS: YOU KNOW --

17 BY MR. GRIMES:

18 Q. A MAN WHO STAYED AT YOUR HOME?

19 A. THERE'S NOTHING PERSONAL.

20 Q. WHO'S WRITTEN --

21 A. LET ME FINISH. THERE IS NOTHING PERSONAL
22 HERE. ACADEMICS COMMENT ON EACH OTHER'S WORK ALL THE
23 TIME.

24 Q. WHO'S RECOMMENDED YOU FOR PROFESSORSHIP,
25 HASN'T HE?

1 A. I'M SORRY, WHAT?

2 Q. HASN'T HE RECOMMENDED YOU FOR A
3 PROFESSORSHIP?

4 A. YES. I ALREADY SAID HE'S A GOOD FRIEND AND
5 I RESPECT HIM. IT HAS NOTHING TO DO WITH THIS CASE.

6 Q. HASN'T HE RECOMMENDED YOU FOR A
7 PROFESSORSHIP?

8 A. YES.

9 MR. SCOLNICK: HE ALREADY ANSWERED THE
10 QUESTION.

11 THE WITNESS: YES.

12 BY MR. GRIMES:

13 Q. AND SO A FRIEND OF 45 YEARS GETS NO MORE
14 RESPECT FROM YOU THAN YOU TO COME IN HERE AND REFUTE
15 HIS WORK?

16 MR. SCOLNICK: ARGUMENTATIVE.

17 THE WITNESS: THIS HAS NOTHING TO DO WITH
18 PERSONALITIES OR RESPECT FOR ONE ANOTHER.

19 BY MR. GRIMES:

20 Q. HOW MANY HISPANICS OR LATINOS ARE ON
21 COMMITTEES OR COMMISSIONS IN THE CITY OF SANTA
22 MONICA?

23 A. I DON'T HAVE THAT NUMBER AT MY FINGERTIPS.
24 I KNOW THERE WERE SOME.

25 Q. DO YOU KNOW HOW MANY COMMITTEES THERE ARE IN

1 ANALYSIS.

2 Q. SO YOUR JOB IS REALLY TO JUST TEAR DOWN AND
3 DESTROY ALL OF DR. KOUSSER'S RESEARCH AND
4 INVESTIGATION?

5 MR. SCOLNICK: VAGUE AND AMBIGUOUS.
6 BY MR. GRIMES:

7 Q. IS THAT YOUR JOB HERE?

8 MR. SCOLNICK: VAGUE AND AMBIGUOUS.
9 MISSTATES THE TESTIMONY. ARGUMENTATIVE.

10 THE WITNESS: IT'S INCORRECT.
11 BY MR. GRIMES:

12 Q. WELL, YOUR JOB HERE IS NOT TO DO YOUR OWN
13 REPORT; CORRECT?

14 A. MY JOB IS TO -- I'LL PUT IT IN MY OWN
15 WORDS -- IS TO ANALYZE DR. KOUSSER'S REPORT AND OTHER
16 REPORTS. IT'S NOT JUST DR. KOUSSER. I THINK I'VE
17 ALSO REFERENCED MR. ELY AND MR. LEVITT AND ANY OTHER
18 MATERIAL PRESENTED BY DEFENDANTS AS WELL AS -- AND I
19 EXPLAINED THAT -- IT'S AN ADDITIONAL RESEARCH THAT
20 I'VE DONE TO ASSESS, A, WHETHER IT HAS BEEN PROVEN BY
21 PLAINTIFFS. I THINK I MIGHT HAVE MISSTATED
22 DEFENDANTS AND PLAINTIFFS EARLIER. I'M TALKING ABOUT
23 PLAINTIFFS.

24 WHETHER IT'S BEEN PROVEN BY PLAINTIFFS THAT
25 THE MAINTENANCE OF THE AT-LARGE SYSTEM IS A RESULT OF

1 INTENTIONAL DISCRIMINATION AGAINST MINORITIES. AND
2 IN THE COURSE OF DOING THAT, I'VE COME TO MY OWN
3 INDEPENDENT OPINION.

4 Q. SIR, YOUR JOB IS TO DESTROY, NOT TO CREATE
5 ANYTHING? YOUR JOB IS TO DESTROY DR. KOUSSER'S WORK
6 ON THIS CASE FOR TWO YEARS, IS TO SPEND TWO WEEKS AND
7 JUST SAY IT'S WORTH NOTHING; IS THAT CORRECT? THAT'S
8 WHAT YOU'VE BEEN HIRED TO DO?

9 MR. SCOLNICK: VAGUE AND AMBIGUOUS.
10 ARGUMENTATIVE. THESE AD HOMINEM ATTACKS ARE REALLY
11 INAPPROPRIATE, MILTON.

12 BY MR. GRIMES:

13 Q. THAT'S WHAT YOU'VE BEEN HIRED TO DO?

14 A. INCORRECT.

15 Q. YOU HAVE NOT BEEN HIRED TO COME TO AN
16 INDEPENDENT CONCLUSION OR RESULT ABOUT WHETHER OR NOT
17 THERE IS DISCRIMINATION OR POLARIZED VOTING OR
18 ANYTHING ELSE IN THE CITY OF SANTA MONICA; IS THAT
19 CORRECT?

20 MR. SCOLNICK: MISSTATES THE TESTIMONY.

21 THE WITNESS: INCORRECT.

22 BY MR. GRIMES:

23 Q. IF YOU ARE LIMITED TO A CERTAIN AREA OF THE
24 CITY --

25 A. I'M SORRY. I DIDN'T HEAR THAT.

EXHIBIT I

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
DEPARTMENT 28 HON. YVETTE PALAZUELOS, JUDGE

PICO NEIGHBORHOOD ASSOCIATION AND)
MARIA LOYA,)
)
PLAINTIFFS,)
)
VS.) NO. BC616804
)
CITY OF SANTA MONICA, AND DOES 1)
THROUGH 100, INCLUSIVE,)
)
DEFENDANTS.)
_____)

REPORTER'S TRANSCRIPT OF PROCEEDINGS
THURSDAY, JUNE 14, 2018

APPEARANCES:
FOR THE PLAINTIFFS:
SHENKMAN & HUGHES, PC
BY: KEVIN I. SHENKMAN, ESQ.
ANDREA A. ALARCON, ESQ.
28905 WIGHT ROAD
MALIBU, CALIFORNIA 90265
AND
PARRIS LAW FIRM
BY: R. REX PARRIS, ESQ.
ELLERY S. GORDON, ESQ.
43364 10TH STREET WEST
LANCASTER, CALIFORNIA 93534

(APPEARANCES CONTINUED ON NEXT PAGE)

LINDA LEE, CSR NO. 13568

1 ONE, NOT TWO, BUT, APPARENTLY, FIVE COUNSEL APPEARING
2 ON THE DAY OF THE HEARING. OBVIOUSLY -- UNLESS I
3 UNDERCOUNTED FOR THE PLAINTIFFS. AND NO INDICIA
4 WHATSOEVER OF ANY PREJUDICE. AS I SAY, THIS IS NOT A
5 "GOT-YOU" SITUATION. WE'RE READY TO GO, YOUR HONOR.
6 WE'RE READY TO ARGUE THIS, AND THEY OBVIOUSLY ARE
7 EITHER. OTHERWISE, THEY WOULDN'T HAVE FULLY BRIEFED
8 IT.

9 MR. PARRIS: YOUR HONOR, IF I MAY.

10 R. REX PARRIS ON BEHALF OF THE PLAINTIFFS.

11 AT THE OUTSET, I WOULD LIKE TO CORRECT THE
12 RECORD. THERE ARE 10 LAWYERS HERE, FIVE ON EACH SIDE.
13 I DON'T KNOW THAT THAT MATTERS, BUT THAT IS THE CASE.

14 AND WE WOULD OBJECT TO EVERYTHING COUNSEL JUST
15 TOLD YOU, BECAUSE THERE ARE RULES. THERE ARE RULES
16 ABOUT WHEN YOU FILE MOTIONS, WHEN THEY'RE HEARD, WHEN
17 YOU OPPOSE THEM. AND THERE ARE RULES ABOUT HOW YOU
18 RESPOND TO AN OPPOSITION. AND THAT IS SOMETHING YOU
19 PUT IN THE REPLY.

20 AND THE REPLY TO THIS MOTION WHERE WE CLEARLY
21 RAISED THE ISSUE, IN THE OPPOSITION TO THE SUMMARY
22 JUDGMENT MOTION, AS TO THE TIMELINESS OF IT, WHAT THE
23 CITY RESPONDED WAS ONE PARAGRAPH. AND IT ESSENTIALLY
24 SAID OUR MOTION WAS TIMELY. AND THAT'S WHAT THEY
25 RESTED THEIR ARGUMENT ON, IS THE INCORRECT CONCLUSION
26 THAT THEIR MOTION WAS TIMELY.

27 AND NOW WE'RE HERE BEFORE YOU, AND THEY HAVE
28 THIS LITANY OF CASES, CLEARLY WELL-PREPARED, TYPED OUT,

1 IS GOING TO HAPPEN HERE.

2 EITHER THE CASE IS GOING TO BE DISPOSED OF, IN
3 WHICH CASE IF IT IS, THEN, OBVIOUSLY, THAT'S EFFICIENT;
4 JUSTICE IS DONE, ET CETERA, ET CETERA. EVEN IF IT'S
5 NOT, GIVEN THE POINT ABOUT THE NEED TO PREPARE FOR
6 TRIAL AND THE NEED TO HAVE A RULING ON THESE THRESHOLD
7 DISPOSITIVE LEGAL ISSUES, IT WOULD ENURE TO EVERYBODY'S
8 BENEFIT FOR US TO HAVE THAT HEARING. AND SO WE CAN
9 ACCOMPLISH ALL OF THESE THINGS.

10 WE CAN GIVE OPPOSING COUNSEL A CHANCE TO READ
11 THE CASES. THE COURT CAN HAVE AN OPPORTUNITY TO
12 PROCESS THE CASES. WE CAN NOT DELUGE THE COURT WITH A
13 TWO-PAGE BRIEF, AND WE CAN STILL HAVE THE HEARING MORE
14 THAN 30 DAYS BEFORE THE TRIAL. THAT'S THE SOLUTION.

15 MR. PARRIS: YOUR HONOR, AGAIN, THE RULES ARE VERY
16 CLEAR. IF HE WANTS TO MAKE THAT MOTION, IT'S CALLED A
17 473 MOTION BASED ON EXCUSABLE NEGLECT. HE DID NOT
18 BRING THAT MOTION.

19 THERE IS ABSOLUTELY NO REASON IN THE WORLD WHY
20 ANY ONE OF US SHOULD BE SOMEHOW IMMUNE FROM FOLLOWING
21 WELL-ESTABLISHED RULES THAT HAVE BEEN IN PLACE FOR
22 DECADES. THE REASON THEY'RE STILL IN PLACE IS BECAUSE
23 THEY WORK.

24 IF THERE'S EXCUSABLE NEGLECT HERE, HE SHOULD
25 HAVE BROUGHT THAT MOTION. I MEAN, THAT IS A SLIPPERY
26 SLOPE COUNSEL IS ASKING THE COURT TO DO, THAT IN SOME
27 CASES WITH SOME PARTIES, WE ABANDON THE RULES AND LET
28 THEM DO A DO-OVER BASED ON NO NOTICE WHATSOEVER.

1 AND WE OBJECT TO THAT, ESPECIALLY IN CASES
2 INVOLVING THE ISSUES INVOLVED IN THIS CASE. THE RULES
3 SHOULD BE COMPLIED WITH. AND NOBODY SHOULD BE GIVEN A
4 DO-OVER IF THE RULES DO NOT ALLOW FOR IT.

5 IF HE WANTS ONE, HE SHOULD BRING A MOTION.
6 AND WE WILL DEAL WITH THAT ISSUE AT THAT TIME. BUT TO
7 JUST BUSHWHACK US HERE WITH IT IS EXACTLY THAT.

8 THE COURT: ALL RIGHT. BRING A 473.

9 MR. MCRAE: THANK YOU.

10 THE COURT: WE'LL DO SHORTEN TIME.

11 MR. MCRAE: THANK YOU, YOUR HONOR. WILL DO.

12 THE COURT: ALL RIGHT. SO LET ME TAKE THIS UNDER
13 SUBMISSION. I WON'T RULE ON IT.

14 WHEN ARE YOU GOING TO MAKE YOUR 473?

15 MR. MCRAE: IMMEDIATE -- I MEAN, WHATEVER DEADLINE
16 THE COURT WANTS, WE'LL MEET THE DEADLINE.

17 THE COURT: CAN WE LOOK FOR A MOTION DATE?

18 THE CLERK: YES, MA'AM.

19 THE COURT: SOON.

20 THE CLERK: I'M SORRY. THE NAME OF THE MOTION?

21 THE COURT: 473.

22 THE CLERK: 473. WE CAN HAVE JUNE 27.

23 THE COURT: JUNE 27. DOES THAT GIVE YOU ENOUGH
24 TIME?

25 MR. MCRAE: THAT'S FINE. I'M LOOKING BACK.

26 YES. YES, YOUR HONOR, OF COURSE.

27 MR. SHENKMAN: WHAT WAS THE DATE?

28 THE COURT: JUNE 27TH.

EXHIBIT J

1 this.

2 MS. MARYOTT: I believe that Dr. Lewis can
3 speak to this, your Honor. I'm not a hundred percent
4 sure, so I want to be careful there. And I understand
5 it is conditional.

6 MR. SHENKMAN: Dr. Lewis hasn't been
7 designated on anything even remotely close to that.

8 MS. MARYOTT: I'm sorry, Mr. Shenkman.

9 MR. SHENKMAN: Dr. Lewis has not been
10 designated on anything that can even remotely be
11 considered for this.

12 THE COURT: For the foundation for this
13 document?

14 MR. SHENKMAN: I don't think he has been
15 designated for anything associated with it.

16 MR. McRAE: Your Honor, you don't have to be
17 designated for foundation on something that's on the
18 website of the organization that he said is preeminent.

19 The only question here is: Does anybody in
20 this courtroom doubt that this document, which we could
21 all pull up from Google right now, is from the website
22 of the organization that he says is preeminent?

23 This is nonsense. It's from their website.
24 It's over. It's established.

25 MR. PARRIS: Your Honor, I don't ever think
26 that the rules are nonsense. I think the rules are
27 there for a reason and that as soon as we lose the
28 formality of those rules, justice will evaporate.

1 **PROOF OF SERVICE**

2 I, Ramona Gonzalez, declare:

3 I am employed in the County of Los Angeles, State of California. My business address is 333
4 South Grand Avenue, Los Angeles, California 90071. I am over the age of eighteen years and not a
party to the action in which this service is made.

5 On April 12, 2019, I served the

6 **DECLARATION OF KAHN SCOLNICK IN SUPPORT OF DEFENDANT'S MOTION**
7 **TO STRIKE OR, IN THE ALTERNATIVE, TO TAX COSTS**

8 on the interested parties in this action by causing the service delivery of the above document as
follows:

9 Kevin I. Shenkman, Esq.
10 Mary R. Hughes, Esq.
11 John L. Jones, Esq.
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17 ☒ **BY PERSONAL SERVICE:** I placed a true copy of the above-titled document in a sealed
18 envelope addressed to Mr. Parris and gave the same to a messenger for personal delivery be-
fore 5:00 p.m. on the above-mentioned date.

19 ☒ **BY MAIL SERVICE:** I placed a true and correct copy of the above-titled document in sealed
20 envelopes addressed to the other persons listed above, on the above-mentioned date, and
21 placed the envelopes for collection and mailing, following our ordinary business practices. I
22 am readily familiar with this firm's practice for collecting and processing correspondence for
23 mailing. On the same day that correspondence is placed for collection and mailing, it is depos-
ited with the U.S. Postal Service in the ordinary course of business in a sealed envelope with
postage fully prepaid. I am aware that on motion of party served, service is presumed invalid
if the postal cancellation date or postage meter date is more than one day after date of deposit
for mailing set forth in this declaration.

24 ☒ **BY ELECTRONIC SERVICE:** A true and correct copy of the above-titled document was
25 electronically served on the persons listed above.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed on April 12, 2019, in Los Angeles, California.

27 
28 Ramona Gonzalez